



## **FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT (this "Agreement") is made by and between the TOWN OF MANTEO, a North Carolina municipal corporation and body politic (the "Town") and \_\_\_\_\_ (the "User") (the Town and the User collectively, the "Parties") effective as of the date signed by both Parties below.

WHEREAS, the Town owns the following facility: \_\_\_\_\_ (the "Facility");

WHEREAS, the Town rents the Facility to individuals or groups;

WHEREAS, the User has submitted a Facility Use Application (the "Application") to the Town to use the Facility for the following use: \_\_\_\_\_ (the "Event");

WHEREAS, the User's Application has been administratively approved by the Town; and,

WHEREAS, the Town has adopted Rules and Regulations (the "Rules and Regulations") with respect to the use of the Facility, which are attached to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Rules and Regulations.** Use of the Facility is subject to the Rules and Regulations. The Rules and Regulations are incorporated into this Agreement as if fully set forth. The User certifies that he or she has read the Rules and Regulations and agrees to be bound thereby. The User shall be responsible for ensuring compliance with the Rules and Regulations by the User's guests or invitees. The Town has the right to terminate this Agreement with no refund at any time in the event that any Rules and Regulations are not followed.

2. **Facility Rental.** The Town rents the Facility to the User, subject to the terms and conditions of this Agreement.

3. **Term.** User shall be entitled to use the Facility during the following dates and times:

a. DATE(S): \_\_\_\_\_

b. TIME: \_\_\_\_\_

4. **Rent.** User agrees to pay the Town the sum of \$\_\_\_\_\_ for use of the Facility ("Rent"). Rent is due fourteen (14) days prior to the Event, or on the date of this Agreement if less than fourteen (14) days remain prior to the Event.

5. **Security Deposit.** The User has paid a security deposit of \$\_\_\_\_\_ with the Application. The Security Deposit will be returned or applied following the Event pursuant to the Rules and Regulations.

6. **Alcohol.** Alcohol WILL / WILL NOT be served during the Event. Alcohol WILL / WILL NOT be sold at the Event. If alcohol is to be served or sold, the User agrees to comply with all statutes and regulations related thereto, including all regulations and licensing requirements imposed by the North Carolina Alcoholic Beverage Control Commission. The Town reserves the right to prohibit the serving of alcohol in the Facility.

7. **Insurance.** The User IS / IS NOT required to obtain liability insurance for the Event. If insurance is required, User agrees to obtain at least the minimum coverage set forth in the Rules and Regulations. At least seven (7) days prior to the Event, the User shall provide a certificate of insurance to the Town showing the required coverage and naming the Town as an Additional Insured.

8. **Property Damage/Missing Items.** The User agrees to pay the Town for any physical damage to the Facility or its contents during the Event. The User also agrees to pay the cost of replacement for any missing items.

9. **Indemnification.** The User shall defend, indemnify and hold harmless the Town and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the Town or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Facility by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the Town or its officers, employees or agents.

10. **Waiver and Assumption of Risk.** The User knows, understands and acknowledges the risks and hazards associated with using the Facility and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the Town or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the Facility and hereby irrevocably releases and discharges the Town and any of its officials, employees or agents from any and all claims of liability.

11. **Miscellaneous Provisions.**

- a. The User's Application is incorporated by reference and made a part of this Agreement as if fully set forth.
- b. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- c. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- d. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
- e. Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
- f. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of, such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- g. If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and conditions of this Agreement.

**USER:**

**TOWN OF MANTEO:**

\_\_\_\_\_

By: \_\_\_\_\_

Town Manager

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_